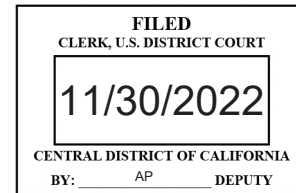


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14 Attorneys for Plaintiff
UNITED STATES OF AMERICA

15 UNITED STATES DISTRICT COURT

16 FOR THE CENTRAL DISTRICT OF CALIFORNIA

17 UNITED STATES OF AMERICA,

18 Plaintiff,

19 v.

20 SHARIEF DEONA MCDOWELL,

21 Defendant.
22

CR No. 5:22-cr-00274-AB

PLEA AGREEMENT FOR DEFENDANT
SHARIEF DEONA MCDOWELL

23
24 1. This constitutes the plea agreement between SHARIEF DEONA
25 MCDOWELL ("defendant"), the United States Attorney's Office for the
26 Central District of California (the "USAO") and the U.S. Department
27 of Justice, Criminal Division, Fraud Section ("Fraud Section") in the
28 investigation of defendant's fraudulent scheme to obtain and

1 misappropriate property through Presidential Investment Inc., LLC.
2 This agreement is limited to the USAO and Fraud Section (together
3 referred herein as the "Government") and cannot bind any other
4 federal, state, local, or foreign prosecuting, enforcement,
5 administrative, or regulatory authorities.

6 DEFENDANT'S OBLIGATIONS

7 2. Defendant agrees to:

8 a. Give up the right to indictment by a grand jury and,
9 at the earliest opportunity requested by the Government and provided
10 by the Court, appear and plead guilty to a one-count information in
11 the form attached to this agreement as Exhibit A or a substantially
12 similar form, which charges defendant with Wire Fraud in violation of
13 18 U.S.C. § 1343.

14 b. Not contest facts agreed to in this agreement.

15 c. Abide by all agreements regarding sentencing contained
16 in this agreement.

17 d. Appear for all court appearances, surrender as ordered
18 for service of sentence, obey all conditions of any bond, and obey
19 any other ongoing court order in this matter.

20 e. Not commit any crime or any act constituting
21 obstruction of justice; however, offenses that would be excluded for
22 sentencing purposes under United States Sentencing Guidelines
23 ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not within the
24 scope of this agreement.

25 f. Be truthful at all times with the United States
26 Probation and Pretrial Services Office and the Court.

27 g. Pay the applicable special assessment at least two
28 weeks before the time of sentencing unless defendant has demonstrated

1 a lack of ability to pay such assessment. The parties will base the
2 determination of the lack of ability to pay such assessment on the
3 information in defendant's Presentence Investigation Report. If
4 defendant has not demonstrated a lack of ability to pay such
5 assessment, payment is made by issuing payment in the form of
6 certified check, business check, or money order (no personal checks)
7 made payable to "Clerk, U.S. District Court," and identify the case
8 name and number on the "memo" line. All payments shall be delivered
9 to:

10 United States District Court
11 Fiscal Department
12 255 East Temple Street, Room 1178
13 Los Angeles, California 90012.

14 h. Pay restitution to victims for the losses they
15 sustained as a result of the defendant's conduct. Defendant
16 understands that the total amount of restitution in this case is
17 approximately \$2,446,093.96, payable to the victims identified in
18 Attachment B.

19 i. Complete the Financial Disclosure Statement on a form
20 provided by the USAO and, within 30 days of defendant's entry of a
21 guilty plea, deliver the signed and dated statement, along with all
22 of the documents requested therein, to the Government by either email
23 at usacac.FinLit@usdoj.gov (preferred) or mail to the USAO Financial
24 Litigation Section at 300 North Los Angeles Street, Suite 7516, Los
25 Angeles, CA 90012. Defendant agrees that defendant's ability to pay
26 criminal debt shall be assessed based on the completed Financial
27 Disclosure Statement and all required supporting documents, as well
28 as other relevant information relating to ability to pay.

1 j. Authorize the Government to obtain a credit report
2 upon returning a signed copy of this plea agreement.

3 k. Consent to the Government inspecting and copying all
4 of defendant's financial documents and financial information held by
5 the United States Probation and Pretrial Services Office.

6 FORFEITURE AND FINANCIAL ACCOUNTABILITY

7 3. Defendant further agrees:

8 a. To forfeit all right, title, and interest in and to
9 any and all monies, properties, and/or assets of any kind, derived
10 from or acquired as a result of, or used to facilitate the commission
11 of, or involved in the illegal activity to which defendant is
12 pleading guilty, (collectively, the "Forfeitable Property").

13 b. To the Court's entry of an order of forfeiture at or
14 before sentencing with respect to the Forfeitable Property and to the
15 forfeiture of the property.

16 c. To take whatever steps are necessary to pass to the
17 United States clear title to the Forfeitable Property, including,
18 without limitation, the execution of a consent decree of forfeiture
19 and the completing of any other legal documents required for the
20 transfer of title to the United States.

21 d. Not to contest any administrative forfeiture
22 proceedings or civil judicial proceedings commenced against the
23 Forfeitable Property. If defendant submitted a claim and/or petition
24 for remission for all or part of the Forfeitable Property on behalf
25 of himself or any other individual or entity, defendant shall and
26 hereby does withdraw any such claims or petitions, and further agrees
27 to waive any right she may have to seek remission or mitigation of
28

1 the forfeiture of the Forfeitable Property. Defendant further waives
2 any and all notice requirements of 18 U.S.C. § 983(a)(1)(A).

3 e. Not to assist any other individual in any effort
4 falsely to contest the forfeiture of the Forfeitable Property.

5 f. Not to claim that reasonable cause to seize the
6 Forfeitable Property was lacking.

7 g. To prevent the transfer, sale, destruction, or loss of
8 the Forfeitable Property to the extent defendant has the ability to
9 do so.

10 h. To fill out and deliver to the Prosecuting Agencies a
11 completed financial statement listing defendant's assets on a form
12 provided by the Prosecuting Agencies.

13 i. That forfeiture of Forfeitable Property shall not be
14 counted toward satisfaction of any special assessment, fine, costs,
15 or other penalty the Court may impose.

16 j. That the Preliminary Order of Forfeiture shall become
17 final as to the defendant upon entry.

18 k. With respect to any criminal forfeiture ordered as a
19 result of this plea agreement, defendant waives: (1) the requirements
20 of Federal Rules of Criminal Procedure 32.2 and 43(a) regarding
21 notice of the forfeiture in the charging instrument, announcements of
22 the forfeiture at sentencing, and incorporation of the forfeiture in
23 the judgment; (2) all constitutional and statutory challenges to the
24 forfeiture (including by direct appeal, habeas corpus or any other
25 means); and (3) all constitutional, legal, and equitable defenses to
26 the forfeiture of the Forfeitable Property in any proceeding on any
27 grounds including, without limitation, that the forfeiture
28 constitutes an excessive fine or punishment. Defendant acknowledges

1 that the forfeiture of the Forfeitable Property is part of the
2 sentence that may be imposed in this case and waives any failure by
3 the Court to advise defendant of this, pursuant to Federal Rule of
4 Criminal Procedure 11(b)(1)(J), at the time the Court accepts
5 defendant's guilty plea.

6 THE GOVERNMENT'S OBLIGATIONS

7 4. The Government agrees to:

8 a. Not contest facts agreed to in this agreement.

9 b. Abide by all agreements regarding sentencing contained
10 in this agreement.

11 c. At the time of sentencing, provided that defendant
12 demonstrates an acceptance of responsibility for the offense up to
13 and including the time of sentencing, recommend a two-level reduction
14 in the applicable Sentencing Guidelines offense level, pursuant to
15 U.S.S.G. § 3E1.1, and, if appropriate, recommend an additional one-
16 level reduction under that section.

17 d. Recommend that defendant be sentenced to a term of
18 imprisonment no higher than the low end of the applicable Sentencing
19 Guidelines range, provided that the offense level used by the Court
20 to determine that range is 24 or higher and provided that the Court
21 does not depart downward in offense level or criminal history
22 category. For purposes of this agreement, the low end of the
23 Sentencing Guidelines range is that defined by the Sentencing Table
24 in U.S.S.G. Chapter 5, Part A, without regard to reductions in the
25 term of imprisonment that may be permissible through the substitution
26 of community confinement or home detention as a result of the offense
27 level falling within Zone B or Zone C of the Sentencing Table.

NATURE OF THE OFFENSE

e. Defendant understands that for defendant to be guilty of the crime charged in the single-count information, that is, wire fraud, in violation of 18 U.S.C. § 1343, the following must be true: (1) defendant knowingly participated in a scheme or plan to defraud, or a scheme or plan to obtain money or property by means of false or fraudulent pretenses, representations, promises, or omitted facts;; (2) the statements made or facts omitted as part of the scheme were material, that is, they had a natural tendency to influence, or were capable of influencing, a person to part with money or property; (3) defendant acted with the intent to defraud, that is, the intent to deceive and cheat; and (4) defendant used, or caused to be used, an interstate wire communication to carry out or attempt to carry out an essential part of the scheme.

PENALTIES AND RESTITUTION

5. Defendant understands that the statutory maximum sentence that the Court can impose for a violation of 18 U.S.C. § 1343, is: 20 years' imprisonment; a three-year period of supervised release; a fine of \$250,000 or twice the gross gain or gross loss resulting from the offense, whichever is greatest; and a mandatory special assessment of \$100.

6. Defendant understands that defendant will be required to pay full restitution to victims of the offense to which defendant is pleading guilty. Defendant agrees that, in return for defendant's compliance with her obligations under this agreement, the Court may order restitution to persons other than the victims of the offense to which defendant is pleading guilty and in amounts greater than those alleged in the count to which defendant is pleading guilty. In

1 particular, defendant agrees that the Court may order restitution to
2 the victims identified in Attachment B, for the losses suffered by
3 each of those victims in an amount no less than that listed in
4 Attachment B for each victim, and as a result of any relevant
5 conduct, as defined in U.S.S.G. § 1B1.3, in connection with the
6 offense to which defendant is pleading guilty. The parties currently
7 believe that the applicable amount of restitution is approximately
8 \$2,446,093.96, but recognize and agree that this amount could change
9 based on facts that come to the attention of the parties prior to
10 sentencing.

11 7. Defendant understands that supervised release is a period
12 of time following imprisonment during which defendant will be subject
13 to various restrictions and requirements. Defendant understands that
14 if defendant violates one or more of the conditions of any supervised
15 release imposed, defendant may be returned to prison for all or part
16 of the term of supervised release authorized by statute for the
17 offense that resulted in the term of supervised release, which could
18 result in defendant serving a total term of imprisonment greater than
19 the statutory maximum stated above.

20 8. Defendant understands that, by pleading guilty, defendant
21 may be giving up valuable government benefits and valuable civic
22 rights, such as the right to vote, the right to possess a firearm,
23 the right to hold office, and the right to serve on a jury.
24 Defendant understands that she is pleading guilty to a felony and
25 that it is a federal crime for a convicted felon to possess a firearm
26 or ammunition. Defendant understands that the conviction in this
27 case may also subject defendant to various other collateral
28 consequences, including but not limited to revocation of probation,

1 parole, or supervised release in another case and suspension or
2 revocation of a professional license. Defendant understands that
3 unanticipated collateral consequences will not serve as grounds to
4 withdraw defendant's guilty plea.

5 9. Defendant understands that, if defendant is not a United
6 States citizen, the felony conviction in this case may subject
7 defendant to: removal, also known as deportation, which may, under
8 some circumstances, be mandatory; denial of citizenship; and denial
9 of admission to the United States in the future. The Court cannot,
10 and defendant's attorney also may not be able to, advise defendant
11 fully regarding the immigration consequences of the felony conviction
12 in this case. Defendant understands that unexpected immigration
13 consequences will not serve as grounds to withdraw defendant's guilty
14 plea.

15 FACTUAL BASIS

16 10. Defendant admits that defendant is, in fact, guilty of the
17 offense to which defendant is agreeing to plead guilty. Defendant
18 and the Government agree to the statement of facts provided below and
19 agree that this statement of facts is sufficient to support a plea of
20 guilty to the charge described in this agreement and to establish the
21 Sentencing Guidelines factors set forth in paragraph 14 below but is
22 not meant to be a complete recitation of all facts relevant to the
23 underlying criminal conduct or all facts known to either party that
24 relate to that conduct.

25 Beginning in or around October 2018 and continuing through at
26 least March 2022, in Riverside and Orange Counties, within the
27 Central District of California, and elsewhere, defendant knowingly
28 and with intent to defraud, devised, participated in, and executed a

1 scheme to defraud investors and to obtain investors' money by means
2 of material false and fraudulent pretenses, representations, and
3 promises.

4 As part of the fraudulent scheme, defendant started a purported
5 investment company called Presidential Investments Inc LLC
6 ("Presidential Investments"). Defendant operated and controlled
7 Presidential Investments and directed others to open business bank
8 accounts held in Presidential Investments' name at Wells Fargo Bank,
9 Bank of America N.A., and U.S. Bank. Defendant had access to and
10 control of Presidential Investments' business bank accounts,
11 including an account ending in 2671 at Bank of America ("2671
12 Account").

13 Defendant knowingly solicited money from victims by falsely
14 representing that she, through Presidential Investments, would use
15 the victims' money to purchase commodity futures and options
16 contracts on their behalf. Defendant instructed victims to
17 electronically transfer their money to Presidential Investments.
18 Contrary to defendant's representations, however, and as defendant
19 well knew at the time she made these representations, defendant did
20 not use the investors' money to purchase commodity futures and
21 options on their behalf. Instead, defendant misappropriated
22 investors' money for purposes she did not disclose to them.
23 Defendant used victims' money to pay for personal expenses and gifts
24 for third parties, and to make payments to other investors, which
25 defendant falsely represented were disbursements from the recipients'
26 own investment accounts.

27 To execute the scheme, defendant fabricated trade confirmations
28 and account statements, which she sent to investors via interstate

1 wire communications, namely e-mails, to deceive the investors into
2 thinking that she executed trades on their behalf and that their
3 investments were generating returns.

4 For example, no later than October 13, 2020, defendant
5 represented to Victim 1 that defendant would invest Victim 1's money
6 through Presidential Investments. Defendant knew that her
7 representations to Victim 1 were false and fraudulent because
8 Presidential Investments did not actually trade commodity futures and
9 options, and defendant intended to misappropriate Victim 1's funds.
10 Defendant made these and other false representations to Victim 1,
11 knowing that they were material, to induce Victim 1 to wire funds to
12 the 2671 Account, which defendant controlled. Defendant subsequently
13 sent an email to Victim 1 with instructions on how to wire funds to
14 the 2761 Account.

15 On or about October 13, 2022, defendant caused Victim 1 to
16 transmit by means of wire communications in interstate commerce,
17 \$40,000, from Victim 1's personal Bank of America account ending in
18 8861 to the 2761 Account at a Bank of America branch location in La
19 Palma, California. The wire transfer was processed through a Bank of
20 America server in Texas or Virginia.

21 Defendant admits and agrees that she intentionally defrauded at
22 least 28 investors, and as a result of the scheme, defendant caused
23 losses to investors of approximately \$2,678,768.96.

24 Defendant committed this fraud in violation of a prior judicial
25 order, which permanently enjoined defendant from directly or
26 indirectly engaging in conduct, including, but not limited to,
27 cheating, defrauding, or deceiving any other person in connection
28 with an offer to enter into, the entry into, the confirmation of the

1 execution of, or the maintenance of, any commodity option
 2 transaction. See Attachment C, Consent Order for Permanent
 3 Injunction at 8, *CFTC v. 20/20 Trading Co., Inc., et al.*, No. 8:11-
 4 cv-643-JST (C.D. Cal. Sept. 24, 2012), ECF No. 89.

5 SENTENCING FACTORS

6 11. Defendant understands that in determining defendant's
 7 sentence the Court is required to calculate the applicable Sentencing
 8 Guidelines range and to consider that range, possible departures
 9 under the Sentencing Guidelines, and the other sentencing factors set
 10 forth in 18 U.S.C. § 3553(a). Defendant understands that the
 11 Sentencing Guidelines are advisory only, that defendant cannot have
 12 any expectation of receiving a sentence within the calculated
 13 Sentencing Guidelines range, and that after considering the
 14 Sentencing Guidelines and the other § 3553(a) factors, the Court will
 15 be free to exercise its discretion to impose any sentence it finds
 16 appropriate up to the maximum set by statute for the crime of
 17 conviction.

18 12. Defendant and the Government agree to the following
 19 applicable Sentencing Guidelines factors:

20 Base Offense Level: 7 U.S.S.G. § 2B1.1(a)(2)

21 Loss Amount is between
 22 \$1.5M and \$3.5M: +16 U.S.S.G. § 2B1.1(b)(1)(I)

23 Offense Involved More
 24 Than 10 Victims: +2 U.S.S.G. § 2B1.1(b)(2)(A)(i)

25 Violation of Prior
 26 Injunction +2 U.S.S.G. § 2B1.1(b)(9)

27 13. Defendant and the Government reserve the right to argue
 28 that additional specific offense characteristics, adjustments, and
 departures under the Sentencing Guidelines are appropriate.

1 14. Defendant understands that there is no agreement as to
2 defendant's criminal history or criminal history category.

3 15. Defendant and the Government reserve the right to argue for
4 a sentence outside the sentencing range established by the Sentencing
5 Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1),
6 (a)(2), (a)(3), (a)(6), and (a)(7).

7 WAIVER OF CONSTITUTIONAL RIGHTS

8 16. Defendant understands that by pleading guilty, defendant
9 gives up the following rights:

10 a. The right to persist in a plea of not guilty.

11 b. The right to a speedy and public trial by jury.

12 c. The right to be represented by counsel -- and if
13 necessary have the Court appoint counsel -- at trial. Defendant
14 understands, however, that, defendant retains the right to be
15 represented by counsel -- and if necessary have the Court appoint
16 counsel -- at every other stage of the proceeding.

17 d. The right to be presumed innocent and to have the
18 burden of proof placed on the government to prove defendant guilty
19 beyond a reasonable doubt.

20 e. The right to confront and cross-examine witnesses
21 against defendant.

22 f. The right to testify and to present evidence in
23 opposition to the charges, including the right to compel the
24 attendance of witnesses to testify.

25 g. The right not to be compelled to testify, and, if
26 defendant chose not to testify or present evidence, to have that
27 choice not be used against defendant.

1 h. Any and all rights to pursue any affirmative defenses,
2 Fourth Amendment or Fifth Amendment claims, and other pretrial
3 motions that have been filed or could be filed.

4 WAIVER OF APPEAL OF CONVICTION

5 17. Defendant understands that, with the exception of an appeal
6 based on a claim that defendant's guilty plea was involuntary, by
7 pleading guilty defendant is waiving and giving up any right to
8 appeal defendant's conviction on the offense to which defendant is
9 pleading guilty. Defendant understands that this waiver includes,
10 but is not limited to, arguments that the statute to which defendant
11 is pleading guilty is unconstitutional, and any and all claims that
12 the statement of facts provided herein is insufficient to support
13 defendant's plea of guilty.

14 WAIVER OF APPEAL OF SENTENCE AND COLLATERAL ATTACK

15 18. Defendant agrees that, provided the Court imposes a total
16 term of imprisonment within the maximum set by statute for the crime
17 of conviction, defendant gives up the right to appeal all of the
18 following: (a) the procedures and calculations used to determine and
19 impose any portion of the sentence; (b) the term of imprisonment
20 imposed by the Court; (c) the fine imposed by the Court; (d) to the
21 extent permitted by law, the constitutionality or legality of
22 defendant's sentence; (e) the amount and terms of any restitution
23 order, provided it requires payment of no more than \$2,446,093.96;
24 (f) the term of probation or supervised release imposed by the Court;
25 and (g) any of the following conditions of probation or supervised
26 release imposed by the Court: the conditions set forth in Second
27 Amended General Order 20-04 of this Court; the drug testing
28

1 conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the
2 alcohol and drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

3 19. The Government agrees that, provided (a) all portions of
4 the sentence are at or below the statutory maximum specified above,
5 and (b) the Court imposes a term of imprisonment within or above the
6 range corresponding to an offense level of 24 and the criminal
7 history calculated by the Court, the Government gives up its right to
8 appeal any portion of the sentence, with the exception that the
9 Government reserves the right to appeal the amount of restitution
10 ordered if that amount is less than \$2,446,093.96, the actual losses
11 suffered by the victims identified in Attachment B.

12 20. Defendant also gives up any right to bring a post-
13 conviction collateral attack on the conviction or sentence, including
14 any order of restitution, except a post-conviction collateral attack
15 based on a claim of ineffective assistance of counsel, a claim of
16 newly discovered evidence, or an explicitly retroactive change in the
17 applicable Sentencing Guidelines, sentencing statutes, or statutes of
18 conviction. Defendant understands that this waiver includes, but is
19 not limited to, arguments that the statute to which defendant is
20 pleading guilty is unconstitutional, and any and all claims that the
21 statement of facts provided herein is insufficient to support
22 defendant's plea of guilty.

23 RESULT OF WITHDRAWAL OF GUILTY PLEA

24 21. Defendant agrees that if, after entering a guilty plea
25 pursuant to this agreement, defendant seeks to withdraw and succeeds
26 in withdrawing defendant's guilty plea on any basis other than a
27 claim and finding that entry into this plea agreement was
28

1 involuntary, then the Government will be relieved of all of its
2 obligations under this agreement.

3 EFFECTIVE DATE OF AGREEMENT

4 22. This agreement is effective upon signature and execution of
5 all required certifications by defendant, defendant's counsel, and an
6 Assistant United States Attorney.

7 BREACH OF AGREEMENT

8 23. Defendant agrees that if defendant, at any time after the
9 signature of this agreement and execution of all required
10 certifications by defendant, defendant's counsel, and an Assistant
11 United States Attorney, knowingly violates or fails to perform any of
12 defendant's obligations under this agreement ("a breach"), the
13 Government may declare this agreement breached. All of defendant's
14 obligations are material, a single breach of this agreement is
15 sufficient for the Government to declare a breach, and defendant
16 shall not be deemed to have cured a breach without the express
17 agreement of the Government in writing. If the Government declares
18 this agreement breached, and the Court finds such a breach to have
19 occurred, then: (a) if defendant has previously entered a guilty plea
20 pursuant to this agreement, defendant will not be able to withdraw
21 the guilty plea, and (b) the Government will be relieved of all its
22 obligations under this agreement.

23 24. Following the Court's finding of a knowing breach of this
24 agreement by defendant, should the Government choose to pursue any
25 charge that was not filed as a result of this agreement, then:

26 a. Defendant agrees that any applicable statute of
27 limitations is tolled between the date of defendant's signing of this
28 agreement and the filing commencing any such action.

1 b. Defendant waives and gives up all defenses based on
2 the statute of limitations, any claim of pre-indictment delay, or any
3 speedy trial claim with respect to any such action, except to the
4 extent that such defenses existed as of the date of defendant's
5 signing this agreement.

6 c. Defendant agrees that: (i) any statements made by
7 defendant, under oath, at the guilty plea hearing (if such a hearing
8 occurred prior to the breach); (ii) the agreed to factual basis
9 statement in this agreement; and (iii) any evidence derived from such
10 statements, shall be admissible against defendant in any such action
11 against defendant, and defendant waives and gives up any claim under
12 the United States Constitution, any statute, Rule 410 of the Federal
13 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal
14 Procedure, or any other federal rule, that the statements or any
15 evidence derived from the statements should be suppressed or are
16 inadmissible.

17 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

18 OFFICE NOT PARTIES

19 25. Defendant understands that the Court and the United States
20 Probation and Pretrial Services Office are not parties to this
21 agreement and need not accept any of the Government's sentencing
22 recommendations or the parties' agreements to facts or sentencing
23 factors.

24 26. Defendant understands that both defendant and the
25 Government are free to: (a) supplement the facts by supplying
26 relevant information to the United States Probation and Pretrial
27 Services Office and the Court, (b) correct any and all factual
28 misstatements relating to the Court's Sentencing Guidelines

1 calculations and determination of sentence, and (c) argue on appeal
2 and collateral review that the Court's Sentencing Guidelines
3 calculations and the sentence it chooses to impose are not error,
4 although each party agrees to maintain its view that the calculations
5 in paragraph 12 are consistent with the facts of this case. While
6 this paragraph permits both the Government and defendant to submit
7 full and complete factual information to the United States Probation
8 and Pretrial Services Office and the Court, even if that factual
9 information may be viewed as inconsistent with the facts agreed to in
10 this agreement, this paragraph does not affect defendant's and the
11 Government's obligations not to contest the facts agreed to in this
12 agreement.

13 27. Defendant understands that even if the Court ignores any
14 sentencing recommendation, finds facts or reaches conclusions
15 different from those agreed to, and/or imposes any sentence up to the
16 maximum established by statute, defendant cannot, for that reason,
17 withdraw defendant's guilty plea, and defendant will remain bound to
18 fulfill all defendant's obligations under this agreement. Defendant
19 understands that no one -- not the prosecutor, defendant's attorney,
20 or the Court -- can make a binding prediction or promise regarding
21 the sentence defendant will receive, except that it will be within
22 the statutory maximum.

23 NO ADDITIONAL AGREEMENTS

24 28. Defendant understands that, except as set forth herein,
25 there are no promises, understandings, or agreements between the
26 Government and defendant or defendant's attorney, and that no
27 additional promise, understanding, or agreement may be entered into
28 unless in a writing signed by all parties or on the record in court.


PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

29. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.

AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE
FOR THE CENTRAL DISTRICT OF
CALIFORNIA

E. MARTIN ESTRADA
United States Attorney



BYRON R. TUVAY
Assistant United States Attorney

11/23/2022
Date

LAUREN ARCHER
Trial Attorney, DOJ Fraud Section


SHARIEF MCDOWELL
Defendant

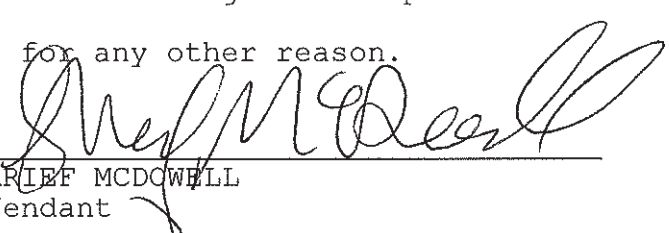
11/20/22
Date


CHARLES EATON
Deputy Federal Public Defender
Attorney for Defendant
SHARIEF MCDOWELL

11/20/22
Date

CERTIFICATION OF DEFENDANT

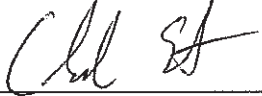
I have read this agreement in its entirety. I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No promises, inducements, or representations of any kind have been made to me other than those contained in this agreement. No one has threatened or forced me in any way to enter into this agreement. I am satisfied with the representation of my attorney in this matter, and I am pleading guilty because I am guilty of the charge and wish to take advantage of the promises set forth in this agreement, and not for any other reason.


SHARIEF MCDOWELL
Defendant

11/20/22
Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

I am SHARIEF MCDOWELL's attorney. I have carefully and thoroughly discussed every part of this agreement with my client. Further, I have fully advised my client of her rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. To my knowledge: no promises, inducements, or representations of any kind have been made to my client other than those contained in this agreement; no one has threatened or forced my client in any way to enter into this agreement; my client's decision to enter into this agreement is an informed and voluntary one; and the factual basis set forth in this agreement is sufficient to support my client's entry of a guilty plea pursuant to this agreement.



CHARLES EATON
Deputy Federal Public Defender
Attorney for Defendant
SHARIEF MCDOWELL

11/20/22
Date

ATTACHMENT A

UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

SHARIEF DEONA MCDOWELL,

Defendant.

I N F O R M A T I O N

[18 U.S.C. § 1343: Wire Fraud; 18 U.S.C. § 981(a)(1)(C), 28 U.S.C. § 2461(c): Criminal Forfeiture]

The United States Attorney charges:

[18 U.S.C. § 1343]

A. INTRODUCTORY ALLEGATIONS

1. At times relevant to this Information:

a. Defendant SHARIEF DEONA MCDOWELL ("defendant") was a resident of Loma Linda, California.

b. Defendant MCDOWELL operated and controlled Presidential Investments Inc. LLC ("Presidential Investments"), a company purporting to invest and trade in commodity futures and options contracts.

c. Defendant MCDOWELL directed a nominee to register Presidential Investments as a limited liability company incorporated

1 in the State of Nevada. Defendant MCDOWELL claimed to be the owner
2 of Presidential Investments.

3 d. Defendant MCDOWELL directed nominees to open
4 Presidential Investments' business accounts at BBVA Compass Bank,
5 Wells Fargo Bank, Bank of America N.A., and U.S. Bank.

6 e. Defendant MCDOWELL maintained access to and control of
7 Presidential Investments' bank accounts, including an account ending
8 in 2671 at Bank of America held in the name of Presidential
9 Investments ("2671 Account").

10 f. Victim 1 was a resident of Cypress, California, Orange
11 County, within the Central District of California.

12 g. Victim 1 had a bank account at Bank of America ending
13 in 8861 ("8861 Account").

14 B. THE SCHEME TO DEFRAUD

15 2. Beginning in or around October 2018 and continuing through
16 in or around March 2022, in San Bernardino and Orange Counties,
17 within the Central District of California, and elsewhere, defendant
18 MCDOWELL, together with others known and unknown to the United States
19 Attorney, knowingly and with intent to defraud, devised, participated
20 in, and executed a scheme to defraud investors including Victim 1, as
21 to material matters, and to obtain money and property from such
22 investors, by means of materially false and fraudulent pretenses,
23 representations, and promises.

24 3. The fraudulent scheme operated and was carried out, in
25 substance, as follows:

26 a. Defendant MCDOWELL solicited money from people by
27 falsely representing that she would use their money to purchase
28

1 commodity futures and options contracts through her company,
2 Presidential Investments.

3 b. Under that false pretense, defendant MCDOWELL
4 instructed people to electronically transfer their money to a
5 Presidential Investments bank account.

6 c. Contrary to defendant MCDOWELL's representations,
7 which defendant MCDOWELL well knew were false at the time they were
8 made, defendant MCDOWELL did not trade commodity futures and options
9 contracts.

10 d. Instead, defendant MCDOWELL knowingly misappropriated
11 the money for purposes she did not disclose to the investors.

12 e. Defendant MCDOWELL used investors' money to pay for
13 personal expenses, travel, and gifts.

14 f. Defendant MCDOWELL also used investors' money to make
15 payments to other investors, which she falsely represented were
16 disbursements from the investors' own investment accounts.

17 g. As a result of the scheme to defraud, defendant
18 MCDOWELL caused investors a total of approximately \$2.6 million in
19 losses.

20 C. USE OF AN INTERSTATE WIRE

21 4. On or about October 13, 2020, in Orange County, within the
22 Central District of California, for the purpose of executing the
23 above-described scheme to defraud, namely, the misuse and
24 misappropriation of investor funds fraudulently obtained in the name
25 of Presidential Investments, defendant MCDOWELL caused Victim 1 to
26 transmit, by means of wire communications in interstate commerce,
27 approximately \$40,000, from the 8861 account held in Victim 1's name,
28

1 to the 2671 Bank of America account held in the name of Presidential
2 Investments.

FORFEITURE ALLEGATION

[18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c)]

1. Pursuant to Rule 32.2 of the Federal Rules of Criminal Procedure, notice is hereby given that the United States of America will seek forfeiture as part of any sentence, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), in the event of the defendant MCDOWELL's conviction of the offense set forth in the sole count of this Information.

2. Defendant MCDOWELL, if so convicted, shall forfeit to the United States of America the following:

a. All right, title, and interest in any and all property, real or personal, constituting, or derived from, any proceeds traceable to the offense; and

b. To the extent such property is not available for forfeiture, a sum of money equal to the total value of the property described in subparagraph (a).

3. Pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c), defendant MCDOWELL, if so convicted, shall forfeit substitute property, up to the value of the property described in the preceding paragraph if, as the result of any act or omission of defendant MCDOWELL, the property described in the preceding paragraph or any portion thereof (a) cannot be located upon the exercise of due diligence; (b) has been transferred, sold to, or deposited with a third party; (c) has been placed beyond the jurisdiction of the court; (d) has been substantially diminished in value; or (e) has been

1 commingled with other property that cannot be divided without
2 difficulty.

3 E. MARTIN ESTRADA
4 United States Attorney

5
6 SCOTT M. GARRINGER
7 Assistant United States Attorney
8 Chief, Criminal Division

9 SEAN D. PETERSON
10 Assistant United States Attorney
11 Chief, Riverside Branch Office

12 GLENN S. LEON
13 Chief, Fraud Section
14 Criminal Division
15 United States Department of
16 Justice

17 BYRON R. TUYAY
18 Assistant United States Attorney
19 Riverside Branch Office

20 LAUREN ARCHER
21 Trial Attorney, Fraud Section
22 Criminal Division
23 United States Department of
24 Justice
25
26
27
28

ATTACHMENT B

ATTACHMENT B

Victim	Investments	Payouts	Actual Losses
A.I. & A.A.	\$20,000	\$18,150	\$1,850
A.J.	\$20,000	\$0.00	\$20,000
A.R.	\$130,000	\$87,073	\$42,927
B.C.	\$20,000	\$20,000	n/a
C.M.	\$60,000	\$0.00	\$60,000
D.D.	\$20,000	\$0.00	\$20,000
G.Y.	\$29,970	\$0.00	\$29,970
J.B.	\$137,388.30	\$0.00	\$137,388.30
J.S. & R.S.	\$220,000	\$0.00	\$220,000
J.H.	\$76,960	\$0.00	\$76,960
J.W.	\$152,500	\$2,136	\$150,364
J.B. ("Victim 1"), B.B., & J.M.	\$300,000	\$0.00	\$300,000
J.R.	\$70,000	\$416	\$69,584
K.G.	\$39,960	\$7,000	\$32,960
L.K.	\$200,000	\$0.00	\$200,000
M.T.	\$30,000	\$9,500.00	\$20,500
M.P & D.G. Medicine	\$150,000	\$0.00	\$150,000
N.A.	\$40,000	\$0.00	\$40,000
P.C.	\$15,000	\$0.00	\$15,000
R.M.	\$94,690.66	\$4,000	\$90,690.66
S.G., E.G., & ESG Holdings	\$70,000	\$205,000	n/a
S.E.	\$40,300	\$5,000	\$35,300
S.T. & A.T.	\$594,000	\$400	\$593,600
T.F. & Highwire Investigations	\$0.00	\$222,458	n/a
T.M.	\$33,000	\$0.00	\$33,000
V.B.	\$100,000	\$9,000	\$91,000
Z.P.	\$15,000	\$0.00	\$15,000
Totals	\$2,678,768.96	\$590,133.00	\$2,446,093.96

ATTACHMENT C

JS-6

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Carlin R. Metzger, Illinois ARDC No. 6275516
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Los Angeles, CA 90012
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Local Counsel

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION

U.S. COMMODITY FUTURES) No: SACV 11-00643 JST (FMOx)
TRADING COMMISSION,)
) CONSENT ORDER
Plaintiff,) FOR PERMANENT
) INJUNCTION, CIVIL
v.) MONETARY PENALTY, AND
) OTHER EQUITABLE RELIEF
20/20 TRADING COMPANY, INC.,) AGAINST DEFENDANTS
et al.,)
)
Defendants.)

I. INTRODUCTION

On April 26, 2011, Plaintiff Commodity Futures Trading Commission (“Commission” or “CFTC”) filed a civil lawsuit in the United States District Court for the Central District of California , Southern Division, Case Number SACV-11-00643 JST (FMOx) (the “Complaint”) against 20/20 Trading Company, Inc., 20/20 Precious Metals, Inc., Bharat Adatia, Sharief D. McDowell, and Todd Krejci (collectively, “Defendants”), seeking injunctive and other equitable relief for violations of the Commodity Exchange Act (“Act”), 7 U.S.C. §§ 1 *et seq.* (2006) and Commission Regulations (“Regulations”) promulgated thereunder, 17 C.F.R. §§ 1.1 *et seq.* (2011). Specifically, the Complaint alleged the following claims:

- a. Count I - Violation of 7 U.S.C. § 6(c)b) and 17 C.F.R. § 33.10
Against 20/20 Trading Company, Inc., Bharat Adatia and Sharief D. McDowell;
- b. Count II – Violation of 17 C.F.R. § 166.3 against 20/20 Trading Company, Inc. and Bharat Adatia;
- c. Count III – Violation of 7 U.S.C. § 23 and 17 C.F.R. 31.3 against 20/20 Precious Metals, Inc., Bahrat Adatia, Sharief D. McDowell and Todd Krejci; and

1 d. Count IV – Violation of 7 U.S.C. § 23(a) against 20/20 Precious

2 Metals, Inc., Bahrat Adatia, Sharief D. McDowell and Todd Krejci

3 On July 15, 2011, the Court granted the Defendants’ Motion to Dismiss

4 Counts III and IV of the Commission’s Complaint, holding that the Commission

5 lacked jurisdiction over the conduct implicated in those Counts and dismissing

6 20/20 Precious Metals, Inc. and Todd Krejci from the Complaint altogether.

7 Counts I against 20/20 Trading Company, Inc. Inc., Bharat Adatia and Sharief D.

8 McDowell and Count II against 20/20 Trading Company, Inc. Inc. and Bharat

9 Adatia remain pending before the Court. For the remainder of this Consent Order

10 20/20 Trading Company, Inc. Inc., and Bharat Adatia and Sharief D. McDowell

11 shall collectively be referred to as the “Settling Defendants”.

12
13
14
15 **II. CONSENTS AND AGREEMENTS**

16 To effect settlement of this matter without a trial on the merits or any
17 further judicial proceedings, the Settling Defendants and 20/20 Precious Metals,
18 Inc:

19
20 1. Consent to entry of this Consent Order of Permanent Injunction, Civil
21 Monetary Penalty, and Equitable Relief Against Defendants (“Consent Order”);

22
23 2. Affirm that they have read and agreed to this Consent Order
24 voluntarily, and that no promise, other than as specifically contained herein, or
25 threat has been made by the Commission or any member, officer, agent, or
26

1 representative thereof, or by any other person, to induce consent to this Consent
2 Order;

3 3. Acknowledge service of the summons and Complaint;

4 4. Admit the jurisdiction of this Court over them and the subject matter
5 of Counts I and II of this action pursuant to Section 6c of the Act, as amended,
6 7 U.S.C. § 13a-1;

7 5. Admit the jurisdiction of the Commission over the conduct and
8 transactions at issue in Counts I and II of this action pursuant to the Act, 7 U.S.C.
9 §§ 1 *et seq.*;

10 6. Admit that venue properly lies with this Court pursuant to Section 6c
11 of the Act, as amended, to be codified at 7 U.S.C. § 13a-1;

12 7. Waive:

- 13 a. The entry of findings of fact and conclusions of law;
- 14 b. any and all claims that they may possess under the Equal
- 15 Access to Justice Act, 5 U.S.C. § 504 (2006) and 28 U.S.C.
- 16 § 2412 (2006), and/or the rules promulgated by the
- 17 Commission in conformity therewith, Part 148 of the
- 18 Regulations, 17 C.F.R. § 148.1, *et seq.* (2011), relating to, or
- 19 arising from, this action, including Counts III and IV
- 20 previously dismissed from this action;
- 21
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1 c. any and all claims that they may possess under the Small
2 Business Regulatory Enforcement Fairness Act of 1996, Pub.
3 L. No. 104-121, §§ 201-253, 110 Stat. 847, 857-868 (1996), as
4 amended by Pub. L. No. 110-28, § 8302, 121 Stat. 112, 204-
5 207 (2007), relating to, or arising from, this action, including
6 Counts III and IV previously dismissed from this action;
7

8 d. any and all claims of Double Jeopardy based upon the
9 institution of this proceeding or the entry in this action of any
10 order imposing a civil monetary penalty or any other relief,
11 including this Consent Order; and
12

13 e. any and all rights of appeal in this action;
14

15 8. Agree that the Commission shall bear no liability for any costs, fees,
16 or expenses connected to or in any way related to the 20/20 Precious Metals, Inc.
17 receivership that was in place from April 27, 2011 through June 7, 2011 (the
18 “Receivership”). The Settling Defendants and 20/20 Precious Metals, Inc. shall
19 determine amongst themselves their individual liability for any Receivership
20 costs, fees, or expenses and the Settling Defendants and 20/20 Precious Metals,
21 Inc. agree not to seek any contribution or indemnification from the CFTC for any
22 such costs, fees, or expenses;
23
24
25
26

1 9. Consent to the continued jurisdiction of this Court over them for the
2 purpose of implementing and enforcing the terms and conditions of this Consent
3 Order and for any other purpose relevant to this case, even if the Settling
4 Defendants now or in the future reside outside the jurisdiction;
5

6 10. Agree that they will not oppose enforcement of this Consent Order by
7 alleging that it fails to comply with Rule 65(d) of the Federal Rules of Civil
8 Procedure and waive any objection based thereon;
9

10 11. Agree that neither they nor any of their agents or employees under
11 their authority or control shall take any action or make any public statement
12 denying, directly or indirectly, any allegation in Counts I and II of the Complaint,
13 or creating, or tending to create, the impression that Counts I and II of the
14 Complaint and/or this Consent Order are without a factual basis; provided,
15 however, that nothing in this provision shall affect their: (a) testimonial
16 obligations; or (b) right to take legal positions in other proceedings to which the
17 Commission is not a party. The Settling Defendants and 20/20 Precious Metals
18 shall undertake all steps necessary to ensure that all of their agents and/or
19 employees under their authority or control understand and comply with this
20 agreement;
21
22
23

24 12. By consenting to the entry of this Consent Order, the Settling
25 Defendants neither admit nor deny the allegations of the Complaint, except as to
26

1 jurisdiction over Counts I and II and venue, which they admit. Further,
2 Defendants 20/20 Trading, Adatia, and McDowell agree and intend that, until
3 they pay their respective Section IV.1 CMP Obligation, the allegations contained
4 in Counts I and II of the Complaint shall be taken as true and correct and be given
5 preclusive effect, without further proof, as to any of them that have not paid their
6 CMP Obligation, in the course of any current or subsequent bankruptcy
7 proceeding filed by, on behalf of, or against Defendants 20/20 Trading, Adatia,
8 and/or McDowell;
9

11 13. Agree to provide immediate notice to this Court and the Commission
12 by certified mail, in the manner required by paragraph 46 of Part VI this Consent
13 Order, of any bankruptcy proceeding filed by, on behalf of, or against them,
14 whether inside or outside the United States; and
15

16 14. Agree that no provision of this Consent Order shall in any way limit
17 or impair the ability of any other person or entity to seek any legal or equitable
18 remedy against any of the Settling Defendants and/or 20/20 Precious Metals, Inc.
19 in any other proceeding.
20
21

22 23 **III. ORDER FOR PERMANENT INJUNCTION**

24 **IT IS HEREBY ORDERED THAT:**
25
26

1 15. Pursuant to Section 6c of the Act, as amended, 7 U.S.C. § 13a-1,
2 Defendants 20/20 Trading Company, Adatia and McDowell are permanently
3 restrained, enjoined and prohibited from directly or indirectly:
4

- 5 a. Engaging in any conduct in violation of Section 4c(b), 7 U.S.C.
6 6c(b) (2006), and Regulation 33.10, 17 C.F.R. § 33.10 (2011),
7 including, but not limited to, cheating, defrauding, or
8 attempting to cheat or defraud, or deceiving or attempting to
9 deceive any other person in connection with an offer to enter
10 into, the entry into, the confirmation of the execution of, or the
11 maintenance of, any commodity option transaction;
12
13 b. Engaging in any conduct in violation of Regulation 166.3,
14 17 C.F.R. § 166.3 (2011), including, but not limited to, failing
15 to diligently supervise the handling of all commodity interest
16 accounts carried, operated, advised, or introduced by a
17 registrant and all other activities of its partners, officers,
18 employees, and agents relating to its business as a Commission
19 registrant.
20

21 IV. ORDER OF CIVIL MONETARY PENALTY

22 IT IS FURTHER ORDERED THAT:

23 16. Defendants 20/20 Trading Company, Adatia and McDowell shall
24 each pay a civil monetary penalty (“CMP Obligation”), plus post-judgment
25 interest within thirty (30) days of the date of the entry of this Consent Order.
26 Defendant 20/20 Trading shall pay a civil monetary penalty of one-hundred
twenty thousand dollars (\$120,000); Defendant Adatia shall pay a civil monetary
penalty of ten thousand dollars (\$10,000); and Defendant McDowell shall pay a
civil monetary penalty of ten thousand dollars (\$10,000). Post-judgment interest

1 shall accrue on each defendant's respective CMP Obligation beginning on the
2 date of entry of this Consent Order and shall be determined by using the Treasury
3 Bill rate prevailing on the date of entry of this Consent Order pursuant to 28
4 U.S.C. § 1961 (2006).
5

6 17. Defendants 20/20 Trading Company, Adatia and McDowell shall pay
7 their respective CMP Obligation by electronic funds transfer, U.S. postal money
8 order, certified check, bank cashier's check, or bank money order. If payment is
9 to be made by other than electronic funds transfer, the payment shall be made
10 payable to the United States Commodity Futures Trading Commission and sent to
11 the address below:
12
13

14 United States Commodity Futures Trading Commission
15 Division of Enforcement
16 ATTN: Accounts Receivable – AMZ 340
17 E-mail Box: 9-AMC-AMZ-AR-CFTC
18 DOT/FAA/MMAC
19 6500 S. MacArthur Boulevard
20 Oklahoma City, Oklahoma 73169
21 Telephone: (405) 954-5644

22 If the payment is to be made by electronic funds transfer, Defendants 20/20
23 Trading Company, Adatia and McDowell shall contact Linda Zurhorst or her
24 successor at the address above to receive payment instructions and shall fully
25 comply with those instructions. Defendants shall accompany the payment of the
26 CMP Obligation with a cover letter that identifies the paying Defendant and the
name and docket number of this proceeding. Defendants shall simultaneously

1 transmit copies of the cover letter and the form of payment to the Chief Financial
2 Officer, Commodity Futures Trading Commission, Three Lafayette Centre, 1155
3 21st Street, N.W., Washington, DC 20581.

4
5 18. Partial Satisfaction: Any acceptance by the CFTC of partial payment
6 of any Settling Defendant's CMP Obligation shall not be deemed a waiver of the
7 Settling Defendants' obligation to make further payments pursuant to this
8 Consent Order, or a waiver of the CFTC's right to seek to compel payment of any
9 remaining balance.
10

11 V. MISCELLANEOUS PROVISIONS

12
13 19. Notices: All notices required to be given by any provision in this
14 Consent Order shall be sent certified mail, return receipt requested, as follows:

15 Notice to Commission:

16
17 Director of the Division of Enforcement
18 Commodity Futures Trading Commission
19 Three Lafayette Centre
20 1155 21st Street NW
21 Washington, D.C. 20581

22 Notice to 20/20 Trading Company, Inc., 20/20 Precious Metals, Inc.
23 and/or Bharat Adatia:

24 Michael S. Winsten, Esq.
25 WINSTEN LAW GROUP
26

1 27201 Puerta Real, Suite 465
2 Mission Viejo, California 92691
3 Telephone: 949.429.3400
4 Telecopier: 949.429.3500
5 e-mail: mike@winsten.com
6 (or his then current address of record with the State Bar of California)

7 and

8 Harris L. Kay, Esq.
9 HENDERSON & LYMAN
10 175 West Jackson Boulevard, Suite 240
11 Chicago, Illinois 60604
12 Telephone: 312.986.6960
13 Telecopier: 312.986.6961
14 e-mail: hkay@henderson-lyman.com
15 (or his then current address of record with the State Bar of Illinois)

16 Notice to Ms. McDowell:

17 Sharief D. McDowell
18 25609 Prospect Avenue
19 Loma Linda, CA 92354
20 Telephone: 909.252.6733

21 With copies to Mr. Winsten and Mr. Kay

22 All such notices to the Commission shall reference the name and docket number
23 of this action.

24 20. Change of Address/Phone: Until such time as Defendants 20/20
25 Trading Company, Adatia and McDowell satisfy in full their respective CMP
26 Obligation as set forth in this Consent Order, Defendants 20/20 Trading
Company, Adatia and McDowell shall provide written notice to the Commission

1 by certified mail of any change to their telephone number and mailing address
2 within ten (10) calendar days of the change.

3 21. Entire Agreements and Amendments: This Consent Order
4 incorporates all of the terms and conditions of the settlement among the parties
5 hereto to date. Nothing shall serve to amend or modify this Consent Order in any
6 respect whatsoever, unless: (a) reduced to writing; (b) signed by all parties
7 hereto; and (c) approved by order of this Court.
8
9

10 22. Invalidation: If any provision of this Consent Order or the
11 application of any provision or circumstance is held invalid, the remainder of this
12 Consent Order and the application of the provision to any other person or
13 circumstance shall not be affected by the holding.
14

15 23. Waiver: The failure of any party to this Consent Order at any time or
16 times to require performance of any provision of this Consent Order shall in no
17 manner affect the right of the party at a later time to enforce the same or any other
18 provision of this Consent Order. No waiver in one or more instances of the
19 breach of any provision contained in this Consent Order shall be deemed to be or
20 construed as a further or continuing waiver of such breach or waiver of the breach
21 of any other provision of this Consent Order.
22
23

24 24. Continuing Jurisdiction of this Court: This Court shall retain
25 jurisdiction over this action to ensure compliance with this Consent Order and for
26

1 all other purposes related to this action, including any motion by Defendants to
2 modify or for relief from the terms of this Consent Order.

3 25. Injunctive and Equitable Relief Provisions: The injunctive and
4 equitable relief provisions of this Consent Order shall be binding upon the
5 Settling Defendants, their officers, agents, servants, employees, and attorneys,
6 and upon other persons who are in active concert or participation with the
7 Settling Defendants and who receives actual notice of this Consent Order, by
8 personal service, email, facsimile, or otherwise.
9

10
11 26. Authority: Bharat Adatia hereby warrants that he is the president and
12 director of both 20/20 Trading and 20/20 Metals, and that this Consent Order has
13 been duly authorized by 20/20 Trading and 20/20 Metals and he has been duly
14 empowered to sign and submit this Consent Order on behalf of 20/20 Trading and
15 20/20 Metals.
16

17
18 27. Counterparts and Facsimile Execution: This agreement may be
19 executed in two or more counterparts, all of which shall be considered one and
20 the same agreement and shall become effective when one or more counterparts
21 have been signed by each of the parties and delivered (by facsimile, email, or
22 otherwise) to the other party, it being understood that all parties need not sign the
23 same counterpart. Any counterpart or other signature to this Consent Order that
24
25
26

1 is delivered by any means shall be deemed for all purposes as constituting good
2 and valid execution and delivery by such party of this Consent Order.

3 28. The Settling Defendants understand that the terms of the Consent
4 Order are enforceable through contempt proceedings, and that, in any such
5 proceedings they may not challenge the validity of this Consent order.
6


7 **IT IS SO ORDERED.**

8
9
10 Date: July 24, 2012

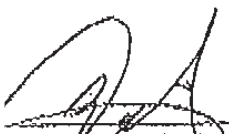


United States District Judge


11
12
13 CONSENTED AND APPROVED BY:

14
15
16 
17 Bharat Adata, President and Director
20/20 Trading Company, Inc.

Date: 5/18/2012

18
19
20 
21 Bharat Adata, President and Director
20/20 Precious Metals, Inc.

Date: 5/18/2012

22
23 
24 Bharat Adata, individually

Date: 5/18/2012

25
26 
Sharief D. McDowell, individually

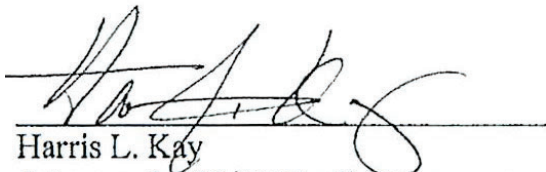
Date: 5-18-12



Date: 7/16/12

Jennifer E. Smiley, Senior Trial Attorney
Joseph A. Konizeski, Chief Trial Attorney
Counsel for Plaintiff
U.S. Commodity Futures Trading Commission
525 W. Monroe Street, 11th Floor
Chicago, IL 60661
312-596-0700

Approved as to form:



Date: 18 May 2012

Harris L. Kay
Attorney for 20/20 Trading Company, Inc.
and 20/20 Precious Metals, Inc.
Henderson & Lyman
175 West Jackson Boulevard, Suite 240
Chicago, Illinois 60604
312-986-6960



Date: 5/18/2012

Michael S. Winsten
Attorney for 20/20 Trading Company, Inc.
and 20/20 Precious Metals, Inc.
Winsten Law Group
27201 Puerta Real, Suite 465
Mission Viejo, California 92691
949-429-3400

CERTIFICATE OF SERVICE

I, Stephanie Ascencio, declare:

That I am a citizen of the United States and a resident of or employed in Riverside County, California; that my business address is the Office of United States Attorney, 3403 Tenth Street, Suite 200, Riverside, California 92501; that I am over the age of 18; and that I am not a party to the above-titled action;

That I am employed by the United States Attorney for the Central District of California, who is a member of the Bar of the United States District Court for the Central District of California, at whose direction I served a copy of: **PLEA AGREEMENT FOR DEFENDANT**

SHARIEF DEONA MCDOWELL

☐ Placed in a closed envelope for collection and inter-office delivery, addressed as follows:

☐ Placed in a sealed envelope for collection and mailing via United States mail, addressed as follows:

☐ By hand delivery, addressed as follows:

☒ By email delivery, as follows: **SEE ATTACHED**

☐ By messenger, as follows:

☐ By Federal Express, as follows:

This Certificate is executed on **November 29, 2022**, in Riverside, California. I certify under penalty of perjury that the foregoing is true and correct.

/s/ *Stephanie Ascencio*

Stephanie Ascencio
Legal Assistant

ATTACHMENT

Office of the Federal Public Defender
Charles Eaton - DFPD
3801 University Avenue, Suite 700
Riverside, CA 92501
Charles.Eaton@fd.org